

State of Iowa
In the Matter of Fact-Finding Between:

Davenport Community
School District

and

Davenport Association of
Para-Educators
Case CEO#825/3

Report of Fact-Finder
Sharon A. Gallagher

Appearances:

For the District:

Brian Gruhn, Attorney and Spokesman
Donald C. Hoskins, Attorney and Spokesman
Gary Ray, District Representative
Rita Watts, Director of Human Resources
Sue Herzmann, Benefits Facilitator
Claudia Wood, Associate Finance Director
Kathy Erickson, Program Coordinator

David Cahill, CPA, Eide and Bailly

For the Association:

Ty Cutkomp, AFSCME Staff Representative and Spokesman
Sara Prizler, Para-educator
Jean Svebakken, Para-educator
Barbara Lange, Para-educator
Laura Peters, Para-educator
Becky Kammeres, Para-educator

Introduction:

The undersigned was selected by mutual agreement of the parties to conduct a fact-finding hearing under Sections 20.19 and 20.21 of the Iowa impasse procedures. The parties have agreed to a voluntary impasse procedure and they have agreed to waive statutory time limitations.

The hearing was held on May 15, 2002 at the District's Operations Center, Davenport, Iowa. Off-the-record discussions began at 10:00 A.M.; the hearing was formally opened at 10:40 A.M. and continued until its conclusion at 10:12 P.M. after both parties had a full opportunity to present documentary and testimonial evidence and oral

argument. The parties agreed that a summary Report (containing a brief statement of the outcome on each item unresolved at mediation) could be faxed to the parties on May 31, 2002, and that a full and complete Report (containing a detailed analysis on each item) could be faxed to the parties on June 6, 2002. The parties requested that the documents also be mailed to them on the dates listed above.

The parties presented thirteen issues concerning four impasse items: holidays (two issues), leave of absence (one issue), insurance (seven issues), and wages (three issues including longevity).

There are no statutorily mandated criteria to be applied or considered by fact-finders under the Iowa Public Employment Relations Act to assess the reasonableness of the parties offers. However, Iowa fact-finders ordinarily consider Section 20.22(9) of the Act, which states specific criteria interest arbitrators must consider. Fact-finder decisions are often considered by and can weigh heavily with interest arbitrators. As a result, the undersigned has assessed the evidence herein and has made her findings and recommendations after considering the following criteria:

The panel of arbitrators shall consider, in addition to any other relevant factors, the following factors:

- a. Past collective bargaining contracts between the parties including the bargaining that led up to such contracts.
- b. Comparison of wages, hours and conditions of employment of the involved public employee with those of other public employees doing comparable work, giving consideration to factors peculiar to the area and the classification involved.
- c. The interests and welfare of the public, the ability of the public employer to finance economic adjustments, and the effect of such adjustments on the normal standard of services.
- d. The power of the public employer to levy taxes and appropriate funds for the conduct of its operation.

Negotiability Issues:

At the May 15th hearing, the parties presented the fact-finder with a document dated May 14, 2002, "Teacher Agreement" (TA), containing several items (EXHIBIT "A" attached). Both the District and the Association confirmed that most of the items contained in the TA remained agreeable with them except two issues therein, concerning Article V, Section 9A, "Notice" (Children's Village work year) and Article X (employee pay dates).

Regarding these issues, the District advised the fact-finder that on May 14, 2002, it had filed a negotiability dispute petition with the Iowa P.E.R.B. (requesting expedited

resolution thereof), arguing these issues (along with a third negotiability issue involving a Memorandum of Understanding, paragraphs 1-4, relating to substitutes and temporary positions, not before the fact-finder) constituted permissive and/or illegal subjects of bargaining under section 20.9 of the Iowa Code (EXHIBIT "B" attached).

P.E.R.B. decided DCSD's negotiability dispute petition on May 24, 2002. Under Rule 6.3(20), a fact-finder's ruling on negotiability issues must be contingent upon P.E.R.B.'s final negotiability determination. P.E.R.B.'s May 24th preliminary ruling indicated that the Article V section 9A "Notice" item 1) is a permissive subject of bargaining; that the Article X, (pay dates) item is mandatory and that the Memorandum, paragraphs 1-4 regarding substitutes and temporary positions, is permissive under Iowa law. Regarding this Memorandum, there is a portion of this Memorandum that was not put before P.E.R.B. in the negotiability dispute – paragraph five, "Longevity Pay." The "Longevity Pay" piece of this Memorandum is properly before this fact-finder and it will be determined supra in the "Wages" section of this Report.

Because the Article V Section 9A "Notice" provision is permissive, no finding or recommendation will be made herein on this item. Regarding the Article X pay dates, the fact-finder recommends that that item remain in the parties' labor agreement as it is a mandatory subject of bargaining and any change therein should be negotiated by the parties.

Background:

The parties submitted voluminous exhibits and presented several witnesses during the 12-hour hearing in this case. The following is an analysis of the evidence in this case that was found persuasive. However, this summary is not intended to restate, detail, or address every argument or piece of evidence submitted by the parties, although each point raised by the Association and the District herein has been carefully considered by the fact-finder.

Davenport Community School District (DCSD or District) is the third largest school district in Iowa (size eight), with an enrollment of 17,163.6 students who attend 23 elementary schools, six intermediate schools, and three high schools. As such, DCSD is included in a group known as the "Urban Eight" (U8), which includes the eight largest school districts in the State. Four of the U8 (Dubuque, Cedar Rapids, Iowa City, and Waterloo) are relatively close (geographically) to Davenport, while the other three districts are not (Des Moines, Sioux City, and Council Bluffs). The Conference Schools (CS), with which Davenport has also been grouped, consist of Bettendorf, Burlington, Clinton, Muscatine, North Scott, and Pleasant Valley. 2) All of the CS are in close geographic proximity to Davenport, and DCSD competes with the CS for employees.

All of the U8 schools have recently suffered significant open enrollment losses 3) (on average, 148.7 students have left each district), although DCSD has suffered the greatest loss of students (during the same period) among the U8, 303 students lost, 73 of whom left due to DCSD's failure to offer all-day Kindergarten. The (smaller) CS have

fared much better regarding open enrollment (29.3 students lost on average) during the same period. Overall, the statistics showed that DCSD has lost a total of 1,137.3 students (354.0 of these through open enrollment) since the 1994-95 school year, which amounted to an overall loss of 783.3 students, a 4.4% loss from the 1994-95 census (17,946.9) to the 2002-03 census. 4) According to newspaper articles enclosed herein, the District Board closed three elementary schools in the five years prior to 2001-02.

In 2001-02, the parties went to fact-finding for the first time in fifteen years. The fact-finder was Michael L. Thompson. The parties placed wages, insurance, leaves (emergency pay), and hours (holidays) before the fact-finder, who granted one additional emergency day to be used for personal business, a 4% ATB (salary only) increase and reclassification for the Braille translator position and no change in employee insurance contributions. The District did not argue inability to pay in the Thompson Case, but it did submit evidence regarding a \$3.5 million budget deficit, its intention at that time to close one elementary school to save money, its loss of students due to open and declining enrollment and due to DCSD's failure to offer all-day Kindergarten and evidence of its declining fund balance and unspent balance since 1994. After Fact-finder Thompson issued his Report, the parties voluntarily settled the 2001-02 agreement, as follows:

- \$0.20 p/hr on July 1
- Additional \$0.10 on January 16
- Enhanced insurance – single
- Second Emergency day as personal day
- Longevity pay starting July 1, 2002
- \$0.10 for 11-20 yr. people
- \$0.20 for over 20 yr people
- Memorandum of Understanding outlining details of longevity program
- Braille translator moves to Interpreter pay rate. No differential pay.

The above-referenced Memorandum regarding longevity pay read as follows:

The parties have agreed to establish longevity pay for employees who have completed ten years of service and for employees who have completed twenty years of service, beginning July 1, 2002. The parties further agree that costing of longevity pay will be factored in the 2002-03 contract year

Employees who have completed ten years of service through 19 years of service will receive an additional \$0.10 per hour. Employees who have completed twenty or more years of service will receive an additional \$0.20 an hour. Employees who complete one semester or more in their first year of employment will be credited with having worked a complete year for purposes of establishing eligibility for longevity pay.

At the beginning of the 2001-02 school year, an audit showed that the DCSD general fund was \$3,350,910 in the red. Due to the severe economic downturn in Iowa, the State cut its aid to schools by 4.3% midyear during the 2001-02 school year (although

the State had promised a 4% in State aid). Thus, the State failed to pay DCSD \$2,736,349 as it had promised for 2000-01. Despite this cut and the fact that a District audit (using GAPP method) showed DCSD was \$3.3 million in the red at the start of 200-01, the District voluntarily settled with this unit for 9.15% total percentage. 5)

DCSD then made midyear cuts of \$1.8 million, including staff reductions in this unit amounting to \$100,850, cuts in maintenance staff (\$219,056), custodial staff reductions (\$274,000) and allowing non-represented Administrators to retire midyear to realize a \$180,000 savings. The DCSD also cut, adjusted, or modified some programs and "re-directed" other program funds, froze the current budget (\$220,000), and cut travel expenses (\$75,000) in order to achieve this \$1.8 million total reduction. Nonetheless, DCSD still had a \$930,811 budget shortfall for 2001-02 after the above cuts and retirements. There were additional savings of \$2,426,853 realized through teacher reductions (49 FTE's), early retirements, and program changes (ER B-2 [5]).

In January and again in April, 2002, the District voted to close two of its elementary schools (with the lowest levels of enrollment – 450 students total) to save additional money, and to consolidate enrollment. By closing Grant and Johnson Elementary Schools, DCSD realized \$2.3 million in savings (and reduced or laid off 43 employees, ten of whom were Para-educators). At the same time DCSD decided to offer all-day Kindergarten, in part because 73 students were lost to DCSD in 2001-02 because DCSD had no all-day Kindergarten program. On January 14, 2002, the District issued a report projecting increased enrollment in eight (remaining) elementary schools of 711 students (ERB-2 [19]).

DCSD had a \$121 million budget in 2001-02. In terms of new money received for 2002-03, DCSD received 0% from the State, as did four other U8 districts: Cedar Rapids, Council Bluffs, Dubuque, and Sioux City. (DCSD had hoped for 4% or \$2.5 million increases based on State projections.) This resulted in an average State-funded increase across all U8 schools of 0.625% new money received in 2002-03 (Exhibit I-14). Similarly, among the CS, five schools, including DCSD, received 0% new money in 2002-03 (Bettendorf, Burlington, Clinton, and North Scott). This resulted in an average (across all seven CS) of 0.34% new money (ER I-17). ER I-19 showed the eight-year history of new money the U8 received from 1996-97 through 2002-03. Only Council Bluffs received 0% two years in a row (2000-01 and 2002-03). It is true that in only three of the eight years did Davenport receive more than the average new money received by the other seven U8 schools. Cedar Rapids, Dubuque, and Waterloo received higher than average new money in two of the eight years, while Council Bluffs received higher than average new money in three of the eight years. Iowa City received higher than average new money in each of the eight years and Sioux City received higher than average new money in five of eight years. Among the CS, Pleasant Valley received above average new money in all eight years (1995-2003); North Scott and Muscatine received higher than average new money in four of eight years; Davenport received higher than average new money in three of eight years, Clinton received higher than average new money in one of the eight years. Bettendorf and Burlington received below average new money in all eight years.

DCSD also presented evidence to show that DCSD is one of 31 Iowa school districts with a negative, undesignated/unreserved fund balance for the audit year ending June 30, 2001 (-\$3,350,000). 6) There are 374 Iowa school districts. Among the CS and U8, DCSD has the worst undesignated/unreserved fund balance. Although all comparable districts had positive UD/UR fund balances, Bettendorf and North Scott in the CS and Sioux City and Cedar Rapids in the U8 had the lowest UD/UR fund balances among those comparables. DCSD's unspent balance, 7) its solvency ratio, its Iowa Schools Cash Anticipation Program (ISCAP) rating and its general fund balance (on District exhibits) showed it was the worst off among the CS and U8 comparables concerning these measures of fiscal soundness.

Discussion:

Comparables:

The Association suggested that the external comparables should be the U8 and the four CS contiguous to Davenport (Bettendorf, Muscatine, North Scott, and Pleasant Valley). DCSD suggested that external comparables should include the U8 and all of the CS including Clinton and Burlington. Significantly, the parties had not been to fact-finding for fifteen years prior to going to fact-finding before Michael Thompson regarding the 2001-02 contract. This fact-finder has studied the Thompson Report and can find no detailed analysis of the comparables suggested ("...the large eight districts and contiguous districts") which Thompson accepted and used. These comparables are the same as those used by the Association in this case. 8)

The District's argument is persuasive that Burlington and Clinton should be among the comparables in this case because the DCSD competes with all CS for employees and it competes with these in school competitions. In addition, this fact-finder notes that Burlington and Clinton, although not contiguous to Davenport are both in eastern Iowa, and are less than eighty miles from Davenport. In these circumstances, and in light of the fact that the Association did not present any arguments or data regarding comparable selection, and the fact that the parties have not been to fact-finding for many years prior to 2000-01, it is reasonable to consider all schools in the U8 and CS in this case.

This fact-finder deems internal settlements relevant, as did Fact-finder Thompson. Regarding internal settlements for 2002-03, the teachers reportedly settled at 3.36% total percentage (TP); food service employees settled for 2% on wages for a TP of 3.4%; and maintenance employees settled for from \$0.15 to \$0.18 per hour for a TP of 3.5%. All of these settled units agreed to DCSD's pre-existing condition insurance language change; none of these units agreed to pay any increase in medical, dental or vision premiums (no caps, U-33). Food service employees also received a new benefit of single vision insurance for those hired before 7/1/93 who work at least twenty but less than thirty hours per week. Finally, although exempt employees (non-bargaining and administrative employees) are not considered comparable to organized employees, the 2002-03 DCSD settlement with its exempt employees is relevant in considering the District's ability to pay argument. Thus, this fact-finder notes that while arguing an inability to pay in this case for these unit employees, the District granted its exempt employees in 2002-03 a 3.5% salary only increase and did not cap their insurances (vision and health), although these exempt employees agreed to DCSD's pre-existing condition clause. All DCSD units except Para-educators receive District-paid LTD and life insurance and have step increases in their contracts.

It is significant that in this unit the District is obliged to pay only for single health insurance while teachers and maintenance employees receive family health and dental coverage, and food service employees receive \$40.00 toward family health and they receive single dental and a \$500.00 per year deductible reimbursement. It is also signifi—

cant that among Para-employees making \$6.30/hour, only nineteen receive District (single) health insurance, 9) although Association documents show 331 Para-educators take medical insurance and 425 Para-educators take vision insurance.

Among the external comparables, a majority of districts pay a single health insurance premium for their Para-employees, admittedly based upon differing plans. Also among the external comparables, a majority of districts do not offer paid vision insurance to their Para-employees. However, in Davenport, the monthly single vision premium is \$8.00. The Association showed that as of 2001-02, DCSD was second to last among external comparables in employer payments toward insurance among Para-educator groups. In this regard, this fact-finder notes that the vast majority of external comparables have paid life insurance and LTD in their Para units, all at a value equal to or higher than that proposed by the Association herein. Finally, the District also demonstrated that it has the lowest hours worked eligibility for insurance – five hours per day, 25 hours per week—among its external comparables, most of which require employees to work thirty or thirty-five hours per week to be eligible for insurances.

Insurance – Pre-existing Condition Clause 10)

Health insurance premium costs in DCSD for 2002-03 will rise 32.8% if all units do not agree to the insertion of a pre-existing condition clause (PECC). If all district employees agree to the PECC, the insurance increase for 2002-03 will be only 16.4%. The Association has also proposed a pre-existing condition clause, which is slightly different from that proposed by DCSD. The Association's language contains an exclusion, as follows:

“...with the exception that after an employee has completed six (6) months of employment with the District, the pre-existing condition clause shall not be applicable to the employee or covered persons under the employees hospitalization and health plan.”

The Association explained that because unit employees sometimes work for more than six months before becoming eligible for health insurance, it felt that Para-employees should not be subject to the PECC after their first six months of employment. The District argued herein that acceptance of the Association's proposal would not result in any premium savings as the pre-existing condition clause would not be regularly applied to unit employees when they become eligible for insurance.

Based on the following analysis and the special circumstances of this case, the District's pre-existing condition language is the most reasonable proposal on this point. Unless all units agree to this language, the District's health insurance premium will increase 32.8%, a huge increase for this District. My conclusion on this point is supported by the difficult financial condition of the District, the undeniable effect such a rise in insurance premiums would have upon future DCSD settlements with its unsettled units, and the fact that the Association proposed a change in this area. In addition, the undersigned agrees with the District's interpretation of the Association language as not providing any true applicability of the pre-existing condition clause to Para-employees, making cost savings unlikely thereunder. Therefore, the District's offer is

recommended on this point, based on the interests and welfare of the public and relevant internal factors.

Insurance – Carrier Change

The District has proposed herein a change in current contract language to give it greater freedom to change the level of benefits and/or carrier from “at a level no less than that in effect at the time of execution of this agreement” (Joint Exhibit 1, p. 15), to “at a level substantially similar to that in effect at the time of execution of this agreement.” The District submitted evidence to show that external comparables (all of U8 and CS) have the kind of flexibility DCSD has proposed herein in this area. However, the record evidence also showed that in the past, the Association has voluntarily agreed (at least three times in the past seven years, the most recent of which occurred in 2000-01) to changes in the level of insurance benefits as well as insurance plan design in order to help hold insurance premium costs down.

The change DCSD has proposed in carrier/benefit level language is one that should normally be accomplished through a voluntary agreement where the give and take of bargaining can occur. The District has not proven it has been subject to any hardships due to current language, in light of the undisputed evidence of the Association’s past willingness to address and voluntarily agree to changes to assist the District in cost containment in this area. Finally, Association documents showed that the DCSD has not insisted upon similar language in its other units (U 35). Thus, despite the external comparables on this point, the District has failed to prove a need for change in this area and no contract language change is recommended in this area.

Insurance – Hours Worked for Insurance

I note that the necessary hours worked for insurance in this unit are five hours per day, which is less than all U8 and CS, which require at least six hours per day (or more) to be eligible for insurance. It is also clear on this record that the average unit Para-employee works approximately 6.22 hours per day. The Association submitted evidence showing that the vast majority of external comparable districts offer more types of insurance and make larger payments toward insurance for their Para-employees than does DCSD. The Association also urged that the District never before proposed to change the hours worked eligibility in bargaining, raising the issue only in the 2002-03 bargaining. Therefore, there is no evidence on this record that the Association has unreasonably refused to bargain or agree to changes in this area. Finally, there is no evidence on this record to show how (or when) the parties arrived at the five hour per day requirement – what *quid pro quo* in bargaining occurred.

Given the low cost of unit Para-employee insurances compared to both the external and internal comparables (U-34, -33, -34), and lack of evidence to show the Association has unreasonably refused to make concessions in this area, the fact-finder is loathe to recommend any change in this area of the contract, especially in light of the fact that a number of Para-employees (those working more than five, but less than six hours

per day) will lose their entitlement to health insurance 11) without any *quid pro quo* having been offered therefor. Hence, no change in this area is recommended.

Insurance – Health and Vision Caps

The District proposed to cap its obligation to pay single health premiums for Para-educators at the current level for full payment (\$287.00/month) and to cap its obligation to pay single vision premiums at the current full rate (\$18.00/month). As noted above, the Association has shown flexibility in changing insurance plans, designs and benefit levels. None of the settled DCSD groups agreed to a cap on health insurance in their 2002-03 settlements with the District. It appears that prior to 2002-03, DCSD Food Service (AFSCME) and Maintenance (independent) incorporated an \$8.00 vision cap on premiums into their contracts. However, in this regard, it should be noted that Food Service and Maintenance have District-paid LTD, and they both have life insurance for unit employees (\$4,000.00 and \$15,000.00 respectively); Food Service and Maintenance unit employees also receive District-paid (in whole or in part) family health insurance. District Para-employees are the only District employees who receive no life and LTD benefits from the DCSD, and they are not offered any paid family health insurance.

In addition, the evidence showed that a majority of external comparables has no caps on district insurance payments; and that the externals pay more dollars toward Para-employee insurance benefits than DCSD. It is true that the DCSD is in the minority in offering Para-employees vision insurance. However, I note that the single vision premium paid by the district is very inexpensive (\$8.00 per month), and that the evidence did not show a disproportionately large increase in the vision premium for 2002-03. In all the circumstances of this case, and acknowledging DCSD's financial difficulties, the fact-finder is not recommending a change in this area by placing caps on District-paid health and vision insurance premiums. This conclusion is based upon the relatively low \$7.80/hour average wage in this unit, the lack of internal equity regarding insurance benefits and payments and the lack of external support for caps. Therefore, any change in this area should come about as the result of voluntary settlement between the parties.

Insurance – Life and LTD

The Association has proposed two new benefits, Life and LTD insurance, for Para-employees working five or more hours per day. As noted above, all internal units except the Para-educators have these benefits fully paid by the District. Also, the U8 comparables overwhelmingly support the Association's requests for life (seven out of eight) and LTD (eight out of eight); of the CS, four out of seven offer life and LTD insurance.

In the fact-finder's view, this evidence is very persuasive for a change as proposed by the Association in these areas. In addition, the District offered no explanation why the Para-employees have been denied these relatively inexpensive benefits (to the District), which are valuable benefits (to employees). The Association priced the life insurance at \$4,269.90 annually (District cost \$4,951.00), and the Association priced LTD at \$11,057.46 annually (District cost \$9,998). These benefits

would amount to 0.09% TP and 0.18% TP annual increase, respectively, according to DCSD costing sheets. Given the fact that I have recommended the pre-existing condition clause change proposed by the District, an item necessary to help DCSD hold down costs during a time of financial difficulty, but also an item for which DCSD would normally have had to bargain, it is also reasonable to recommend that the Association's requests for life and LTD should be implemented. There are special circumstances in this case as follows:

- 1) The DCSD will not have to expend \$182,394 in increased health premiums (in this unit alone) that it would have had to pay without the imposition of a pre existing clause (16.4% insurance increase instead of a 32.8% increase);
- 2) The Para-employees' life and LTD will cost between \$14,949 and \$15,327 annually (0.27% TP);
- 3) The District is in a difficult financial condition; and
- 4) Internal and external comparables overwhelmingly support life and LTD insurance for District Para-employees.

Therefore, LTD and life insurance proposed by the Association are recommended additions to the parities' 2002-03 labor agreement.

Holidays – Number of Days

The Association has requested one additional holiday for the Para-employees at a cost of \$28,733 annually (ERC-8). District documents showed that DCSD Para-employees receive nine holidays, which is above the average of U8 (8.3 for nine-month employees and 8.7 for twelve-month employees). Among the CS, DCSD's nine holidays for Para-employees are above average for CS nine-month Para-employees, but less than average for twelve-month CS Para-employees who receive ten holidays. The Association submitted evidence that DCSD Custodial, Maintenance, and Food Service unit employees receive eleven or twelve to the Para-employees' nine holidays. The Association's evidence also showed that in only one U8 school (Sioux City) do Para-employees receive ten holidays, and all contiguous CS and all other U8 schools have less than ten holidays for their Para-employees.

Thus, the Association has not proven that the external comparables support its holiday position, although it has clearly shown that the District has been much more generous with its other (non-professional) units in granting holidays, granting them two or three more holidays each year beyond what District Para-employees receive. The District has offered no explanation for this internal inequity. Nonetheless, as the external comparables do not support the Association's request and because a change in the number of holidays should be the result of a voluntary settlement wherein the give and take of bargaining has occurred, and in light of the District's financial condition, I recommend no change in the number of holidays

Holidays – Pay if Worked

The labor agreement is silent on this point. The Association has requested 2.5 times pay for working a holiday. It is significant that DCSD pays 2.5 times pay to all other employees who work on holidays (Secretarial, Food Service, Custodial, and Maintenance).

Regarding the U8 schools, five schools provide no benefit, while one grants double or triple pay (U-38, ER CP-23), and one grants 2.5 pay for holidays worked. Among the CS, only one grants 2.5 pay for holidays worked, the remaining six (including DCSD) have no benefit for holidays worked. Although the fact finder is troubled by the internal inequity on this point, she feels constrained to recommend no change in this area due to the lack of support among the external comparables and the fact that holiday improvements are usually (and should be) the result of voluntary settlements, and because, to some extent, such 2.5 pay can be difficult to price and value.

The District has proposed to codify “past practice” regarding holidays by switching the Friday after Thanksgiving for New Years Eve for employees employed at Children’s Village at Hoover and paying Children’s Village employees two times pay (straight time plus holiday pay) for all hours worked on a holiday. The difficulty with the District’s request is that, based on this record, the only time this “past practice” arose was last year at Children’s Village, prompted by parents’ needs and requests. This is insufficient evidence to prove a true past practice. In addition, neither the internal nor the external comparables support the District’s proposal. Having previously found that the parties should change holiday provisions through mutual agreement, I recommend no changes be made in contract language on this point.

Leaves of Absence – Health Leave Days

The Association has proposed that Para-employees “...who work during the summer...be entitled to two non-cumulative days of health leave for use during summer employment.” The Association submitted evidence that 25% of DCSD Para-employees work during the summer and that some District teachers and food service employees who work in the summer receive non-cumulative health leave to use during the summer. The Association also presented testimonial and documentary evidence to show that Para-employees who work in the summer are pressured to sign individual contracts indicating they will not use their accrued sick leave in the summer and that Para-employees are not allowed by managers to use their accumulated sick leave in the summer – they are forced to take leave without pay if they are ill. 12) This evidence is troubling to the fact-finder.

However, it is significant that none of the U8 schools has such a provision in their contracts, although Dubuque allows use of accumulated sick leave in the summer. Regarding the CS, only Burlington (not a comparable used by the Association herein) grants extra sick leave in the summer for work beyond 202 days. Thus, the external comparables do not support the Association’s proposal on this point. Nor do the internal comparables support the Association’s proposal, as the only support staff unit that receives extra summer leave is food service. In these circumstances and as this proposal concerns a new benefit which would

normally be placed in the labor contract by mutual agreement, no change in current language is recommended on this point.

Wages – Longevity

Under Iowa Law, longevity must be included in the wages impasse item. The Association has proposed that a 2001-02 Memorandum of Understanding (paragraph 5) concerning longevity be made a part of the labor agreement, for a .48% TP increase in compensation. The District has proposed to delete the Memorandum, resulting in a 0% increase in compensation for longevity.

The Association submitted evidence, not seriously contested by DCSD, that the economic environment DCSD faces in 2002-03 is not unlike that which it faced in 2001-02: years of negative fund balances, a negative solvency ratio, declining enrollment and declining unreserved/unspent balances, while the cost-of-living in the Quad Cities area has been the highest in Iowa. The Association noted that in 2001-02, District teachers received 4.88% TP increase through arbitration, while the Para-educators went to fact-finding which resulted in Fact-finder Thompson recommending a 9.15% TP increase (4% on wages). After fact-finding, the Para-employee unit settled with DCSD for close to the same salary increase recommended by the fact-finder (3.31% salary increase) plus one additional emergency day to be used for personal business, no increases in employee insurance contributions, and upgrades in the health insurance plan for Para-employees. Significantly, longevity was not before Fact-finder Thompson in 2001. Rather, the parties' longevity agreement was executed and added as a Memorandum of Agreement to the 2001-02 contract following separate mediation by P.E.R.B. Chairperson Rioridan, the Memorandum specifically stated that longevity would be placed and costed in the 2002-03 contract starting July 1, 2002.

The District has argued that it cannot afford any increase in wages for the Para-employees and it has proposed to delete the longevity paragraph of the Memorandum, which would result in 0% longevity for Para-employees. The Association has also submitted undisputed evidence showing that five of the U8 schools provide longevity to their Para-employees and that three of the contiguous CS provide longevity to Para-employees. 13) Thus, the external comparables support a longevity benefit for District Para-employees.

More importantly in the fact-finder's view, however, is the fact that both parties voluntarily agreed that longevity would become part of the Para-employees wage package effective July 1, 2002. In these circumstances, the District's position on longevity, despite extensive proof regarding its poor financial condition, is simply untenable. Good on-going labor relations cannot be established and maintained unless the parties' representatives can reach a deal, shake hands on it and/or execute it, and depart each other's company secure in the knowledge that the matter has been settled. Even in the most dire economic situation, this fact-finder believes that a party errs who backs away from a voluntarily-reached, executed agreement. Given the above bargaining history and comparables analysis, this fact-finder finds that the interests and welfare of the public weigh heavily on the side of assuring that

labor peace is maintained by requiring the District to incorporate paragraph 5 of the Memo regarding longevity into the labor agreement, as the Association has proposed.

Wages

The evidence showed that there are 446 Para-employees who fill 347 FTE positions; that between 154 and 162 Para-employees earn the lowest contract wage (\$6.30 per hour) while 53 skilled Para-employees earn the top wage of \$10.25; and that the remaining 231 to 239 Para-employees are paid between these hourly figures. The average Para-educator wage is \$7.80 per hour, for an average annual salary of \$8,637.00. Para-educators normally work 6.22 hours per day. On average, 331 Para-employees take single health insurance (only 19 of these make \$6.30 per hour) and 425 Para-employees take single vision insurance. In 2002, the District hired 55 Para-employees at \$6.30 per hour, one Para at \$9.20 per hour and three Para-employees at \$9.90 per hour. On the date of this hearing, there were 45 Para openings unfilled. It is significant that DCSD Para-employees have no steps in their wage schedule, yet all internal comparables have steps in their wage schedules, six of the U8 have steps, and five of the six CS have steps for Para-educators. Prior voluntary settlements in the Para-employee unit have been as follows, and insurance increases are shown next to each TP settlement:

Year	TP/Wages	Insurance increases
2001-02 13)	9.15% TP (3.31 to 4% wages only)	(unknown)
2000-01	7.1% TP (0% on wages)	29.94%
1999-00	1.45% TP	2.99%
1998-99	5.93% TP	11.33%

In 1996-97, single insurance went down by 5.84%; in 1997-98, single insurance rose by 3.45%. In 2000-01, single insurance premiums would have risen by 56.4% had the Association and the DCSD's other union not agreed to substantial plan design and benefit level changes in that year.

Internally for 2002-03, DCSD has settled with its Food Service unit for 2% salary only, 3.53% TP; it has settled with its teachers (who have a higher average salary) for 2002-03 for 3.36% TP; and it has settled with its Maintenance unit for 3.27% TP. The Statewide settlement average for Para-employees is just over 3.5% TP. Among the U8 that received no new money in 2002-03 (Cedar Rapids, Council Bluffs, and Sioux City), and the CS that received no new money in 2002-03 (Burlington, Clinton, Bettendorf, and North and Scott), Stet U-16 showed that Sioux City gave its Para-employees \$0.57 across-the-board (plus step improvement) with a change in health plan design (to a PPO) and an additional \$17.00/month district payment toward family health; Council Bluffs gave its Para-employees 2.5% on wages (4.73% TP) with a 34% increase in health insurance premiums; Dubuque gave its Para-employees \$0.32 per hour (3.58% TP) with improvements in longevity, vacation, and sick leave accumulation. Iowa City settled with Para-employees for \$0.41 per hour average increase. Among the CS listed on Exhibit U-16, Bettendorf settled with its Para-employees for \$0.30 per hour (2.4% TP), with the district paying insurance increases; North Scott was not settled as of the hearing herein; 15) Burlington and Clinton are not listed on Exhibit U-16.

The District analyzed the raw wages of Para-employees in the U8 and the CS as compared to DCSD Para-employees. By far, DCSD had the lowest entry wage (\$6.30 per hour) among all external comparables, U8 and CS, DCSD's lowest rate being between 21.2% and 26.1% less than the average of the other U8 and CS (or between -\$1.68/hour and -\$2.22/ hour). Thus, on raw wages, the CS average was \$8.52 per hour and the U8 average raw wage was \$7.98 per hour. In terms of the average DCSD Para wage of \$7.80, the average raw wage of the U8 and CS are still \$0.18 per hour and \$0.72 per hour more respectively than the DCSD Para average wage. Looking at the 2001-02 entry level wages in DCSD's other support staff bargaining units results in the following comparison:

<u>Unit</u>	<u>Entry Wage/Hour</u>
Maintenance	\$8.34
Custodial	\$9.57
Secretarial	\$9.35
Food Service	\$6.73 (\$8.12 after 40 days)
Para-educators	\$6.30

It is significant that all DCSD units except the Para-employees have automatic step increases in their contracts.

The Association has made a persuasive argument regarding turnover among the Para-employees, which was bolstered by the testimony herein of Rita Watts, Human Resources Director. In sum, the evidence showed that as of May 15, 2002, there were 45 unfilled Para openings; that in 2002, the District hired 55 Para-employees at \$6.30 per hour (33.9% of 162 such Para-employees), the District also hired one Para at \$9.20 per hour, and three Para-educators at \$9.90 per hour. Assuming there were 45 Para openings as of May 15, 2002, this would equal a 10% turnover rate, assuming the openings are across the entire Para unit of 446 Para positions, assuming the openings are among the 162 Para-employees paid \$6.30/hour, this represents a 27.7% turnover rate. In this fact-finder's view, this turnover rate is significant either way, as there are a disproportionate number of \$6.30/hour Para openings, based on this record. This shows that DCSD is having difficulty filling the lowest-paid Para-positions.

The District has proposed a 0% increase for Para-employees, while the Association has proposed more than a 13% increase. In all of these circumstances, this fact-finder is persuaded that the lowest-paid DCSD Para-employees need a substantial wage increase in order to try to keep up with both external and internal comparables. However, in 2002-03, the District has found itself in an extreme economic situation, due in part to its own reluctance or inability to maintain a proper fund balance, to levy a realistic cash reserve, 16) as well as due to unexpected cuts in State funding.

In this case, it was extremely difficult for this fact-finder to determine what a fair increase would be for the Para-employees making \$6.30/hour, as the parties both submitted unreasonable proposals. Clearly, a fair increase could not be the District's 0% increase and, in a one-year contract, it similarly should not be the Association's proposed \$77,736.04 increase (equal to a 14.1% wage increase). Weighing the District's financial difficulties

against the extremely low wages of the \$6.30/hour Para-employees visa vis both external and internal comparables, this fact-finder recommends a \$0.25/hour increase to these lowly-paid Para-employees effective July 1, 2002 and an additional \$0.15/hour increase effective April 1, 2003 (total \$55,561.34, U-4). This approach gives these \$6.30/hour Para-employees an initial increase on July 1, 2002 (3.9%) and delays implementation of the second increase until April 1, 2003, when (hopefully) the District will have dealt with some of its financial problems and/or planned for this increase. These increases will give the \$6.30/hour Para-employees an approximately 6.3% lift over one year to help alleviate external and internal inequities for these Para-employees.

The Association has proposed to group all other Para-employees together who make between \$7.80 and \$10.25 per hour, for purposes of wage increases. As noted above, these employees' wages hold up much better visa vis both external and internal comparables than do the \$6.30/hour Para-employees. However, regarding these employees, this fact-finder is persuaded that a fair increase for these employees, especially in light of DCSD's settlement with its Food Service unit for 2% on wages only, would be \$0.20/hour effective July 1, 2002 and another \$0.05 effective April 1, 2003. In support of this recommendation, the fact-finder notes that 239 Para-employees make from \$7.80 to \$8.80 per hour; that there are 53 special-skill Para-employees who have hourly rates of from \$8.05 to \$10.25; and that the average wage in this unit is \$7.80 per hour. Based on raw wages data at the high end, the fact-finder notes that U8 schools average \$10.15 per hour, while the CS Para-employees at the high end average \$10.06 per hour. From the number of hours worked by District Para-employees paid at the \$10.25/hour rate (assuming 6.22 is the average number of hours per day, per Para), there cannot be more than fourteen District Para-employees who make \$10.25/hour. In these circumstances, a cents-per-hour increase for this contract of \$0.25 increase by April 1, 2002, which equals \$85,328.56 or a 3.2% increase, based on a \$7.80/hour average wage, although realistically this increase is worth from 2.9% to 3.7% on each wage category between \$8.05 and \$10.25 per hour. Based on the external and internal comparables, past contracts, and the interest and welfare of the public when weighed against the District's ability to pay these Para-employee increases and to levy taxes, these recommended increases are the most reasonable way of addressing the issues herein.

Recommendations

Holidays – no change in number of holidays; no change in rate of pay for holidays worked; no change in Children's Village holidays.

Leaves of Absence – no change in health leave days

Insurance – no change in carrier/benefit level language; no change in hours worked for insurance; no dollar caps on health or vision insurance.

-- change to include the District's pre-existing condition clause; change to add \$5,000 of life insurance and LTD for employees working five or more hours per work day.

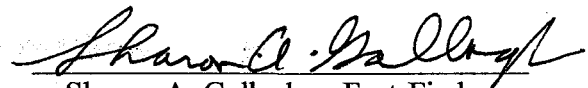
Wages – effective July 1, 2002, add Paragraph 5 of Memorandum of Understanding to the contract (remainder of Memorandum not before fact finder): \$0.10/hour – more than ten through twenty years of service; \$0.20/hour – more than twenty years of service;

--add to Exhibit "A" \$6.30 rate: \$0.25 effective July 1, 2002, and \$0.15 effective April 1, 2003;

--all other hourly rates -- \$0.20 effective July 1, 2002, \$0.05 effective April 1, 2003.

Article X (Pay Dates) – no change in current language.

Dated and signed at Oshkosh, Wisconsin this 27th day of May, 2002.


Sharon A. Gallagher, Fact-Finder

Footnotes:

- 1) The parties also stipulated in this case that the "Notice" language contained in the TA's regarding the Article V Section 9A was not intended to appear in the labor agreement, but that the sentence currently contained in the contract at Article V Section 9A will remain therein. The Union stated it was not waiving its right to challenge the "Notice" language in another forum.
- 2) The use of all CS comparables is disputed herein. This will be dealt with supra.
- 3) The District's exhibits do not indicate the time frame involved.
- 4) The District did not provide statistics showing overall student enrollment losses in the U8 or the CS.
- 5) The District funded almost 50% of this settlement by staff reductions in this unit.
- 6) This undesignated/unreserved fund balance represents the amount DCSD would have assuming all receivables are collected and all debts are paid.
- 7) The District offered evidence concerning unspent balances among the CS and U8. This amount is the difference between district total spending authority under Iowa law and the amount it actually spent. DCSD's current unspent balance is \$463,043.00. I find these figures to be somewhat misleading as districts may actually have more or less money in the bank.
- 8) The fact-finder report prior to Thompson's was not submitted herein.
- 9) Based upon this low enrollment number, the District's calculations valuing this benefit for Para-employees in TP terms must be somewhat discounted
- 10) The Association and District Fact-finding positions are attached hereto as EXHIBIT "C" and "D" respectively
- 11) The District contended only 19 or 20 unit Para-employees would lose insurance under its proposal. The fact-finder believes the number may be higher than this as 331 of the 426 unit Para-employees now take health insurance. The Association presented no evidence on this point.
- 12) This fact-finder notes that in the current labor contract, Article VIII, Section 1 – Health Leaves, does not specifically restricted the use of health leave to usage during the regular 178-day school year. Rather, employees need only follow the requirements of Section 1, D and E.
- 13) There is no evidence in this record to show whether Clinton and Burlington (the other two schools in the CS) have longevity for Para-employees.
- 14) DCSD offered 3% ATB to Para-employees in fact-finding in 2001-02, despite its financial condition.
- 15) Muscatine settled with its Para-employees for \$0.35 ATB (or 4% salary) plus steps with a 14.6% increase in health premiums.
- 16) District witness and auditor David Cahill stated that DCSD should in prudence maintain between \$6 million and \$12 million in cash reserves. The District failed to explain why it did not levy to raise this figure until recently to gain \$5 million in cash reserves for the future.

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IOWA PUBLIC EMPLOYMENT
RELATIONS BOARD

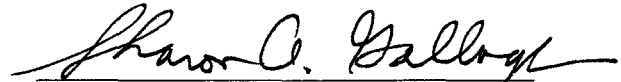
Certificate of Service

I certify that on the 27th of May, 2002, I served the foregoing Report of Fact-Finder upon the following parties to this matter by faxing and mailing a copy to them at their respective addresses, shown below.

Mr. Gary Ray
4403 First Ave. SE
Suite 407
Cedar Rapids, IA 52402
Facsimile: (319) 393-4931

Mr. Ty Cutkomp
33 Oak Lane
Davenport, IA 52803
Facsimile: (563) 323-7263

I further certify that on the 27th of May, 2002 by mailing it to the Iowa Public Employment Relations Board, 514 East Locust Street, Suite 202, Des Moines, Iowa 50309-1912.


Sharon A. Gallagher, Fact-Finder

TENTATIVE AGREEMENT

between the

DAVENPORT COMMUNITY SCHOOL DISTRICT

and the

**DAVENPORT PARA-EDUCATOR EMPLOYEES
(AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES LOCAL 751)**

MAY 14, 2002

Current contract on all items and those tentatively agreed upon, except for the following:

ARTICLE III ASSIGNMENT AND TRANSFER -

All job openings in the bargaining unit not filled by Article V, Section 1 shall be posted for five (5) working days in each school building. In addition, bidding sheets will be sent to the Association Office, the Association President and the contract negotiations Maintenance Officer. Any unit employee interested in a posted opening must make a request in writing (bid) to the Director of Human Resources within the five (5) day posting period. All vacancies shall be filled based upon seniority, provided the employee possesses the skill level and special abilities required by the district. Employees shall be limited to one voluntary transfer (successful bid) with an effective date between the first day of work and the last day of work each year. For transfer purposes, Employee Day Care Center and Children's Village at Hoover Para-educators first day of work shall be deemed as the first school calendar day of work and the last day of work shall be the last school calendar day of work. Successful voluntary bidders shall be moved to the new position within ten (10) workdays of the closing. The District shall notify the Association Office of all successful bidders who have accepted the new positions.

ARTICLE V HOURS

SECTION 9 - CHILD'S PLAY DAY CARE/CHILDREN'S VILLAGE AT HOOVER PARA-EDUCATORS

- A. NOTICE: (Do not add to contract.) The work year for Children's Village at Hoover will be no more than 230 days, except for those hired to work 176 days plus 2 in-service days prior to 7/1/02. (This issue will be addressed at the fact-finding hearing.)
- B. Status quo.

EXHIBIT "A"

- D. Child's Play Day Care and Children's Village at Hoover Para-educators will be eligible for the holidays listed in Article V, Section 5 of the labor agreement plus July 4th if the holiday falls within or immediately adjacent to their assigned 10 or 12 month work year.

SECTION 10 (New)

District will pay overtime at the rate of time and one-half for hours actually worked over the forty (40) hour work week. Paid leave does not count toward paid overtime.

ARTICLE VI

GRIEVANCE PROCEDURE

SECTION 2 -- PROCEDURE

- A. **FIRST STEP** – A meeting will be held within five (5) school days between the Para-educator and/or Association and his/her immediate supervisor for the express purpose of attempting to resolve the complaint for alleged grievance. The supervisor shall respond in writing within five (5) school days.
- B. Status quo.
- C. **THIRD STEP** – If the grievance is not resolved satisfactorily in step two, the grievance may proceed to step three. Grievances which have been processed through the preceding steps of this procedure and only such grievances shall be submitted to arbitration as provided below:
1. The Association may submit a written demand to the Public Employment Relations Board requesting a list of five arbitrators. Each of the two parties shall alternately strike one name at a time from the list until one shall remain. The remaining name shall be requested to be the arbitrator.
 2. The decision of the arbitrator regarding a grievance, on the contract under which the grievance was filed, shall be final and binding on both parties. Binding arbitration shall mean the hearing and the determination of a case in controversy by a person chosen by the parties. Such binding arbitration shall be conducted under the Public Employment Relations Board, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within twenty (20) working days of the date of the second step reply then the grievance will be deemed settled on the basis of the second step answer.
 3. The arbitrator shall have no power to alter, change, detract from or add to the provisions of this agreement, but shall

have power only to apply and interpret the provisions of this agreement to the settlement of issues and grievances arising hereunder.

4. Each party shall bear its own costs and expense of the arbitration proceedings including the fee of the arbitrator, which shall be shared equally by the employer and the grievant or his/her representative.

ARTICLE X PARA-EDUCATOR WAGES

WAGE RATES

The wage rates of all employees covered by this agreement are set forth in the schedule that is a part of this article (Exhibits A & B). All employees shall be paid their earned wages every two (2) weeks. If a scheduled pay date falls on a non-workday, employees shall be paid on the last workday prior to said non-workday.

ARTICLE XII PAYROLL DEDUCTIONS

SECTION 2 - REGULAR DEDUCTION

Authorized dues will be deducted in the amount specified by the Financial Secretary of the union in writing to the Director of Human Resources, from each paycheck except those months when employees receive three (3) paychecks. For these three (3) paycheck months, the Financial Secretary of the union shall specify whether dues deduction shall be taken from only one, two, or all three checks. The Financial Secretary of the union shall provide a record of any changes in dues deductions to the payroll department prior to the effective date of the change.

ARTICLE XV DURATION

Change dates to reflect a one (1) year duration collective bargaining agreement.

The District agrees outside the contract to the Union's request for bulletin board space at each site housing Para-educators with the following restrictions: no posting which includes political, picketing, and advertising in this space or anywhere on school property.

AFSCME Representative


District Representative

STATE OF IOWA
BEFORE THE PUBLIC EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

DAVENPORT COMMUNITY SCHOOL DISTRICT,
Public Employer/Petitioner,

and

DAVENPORT ASSOCIATION OF PARA-
EDUCATORS,

Certified Employee
Organization/Respondent.

CASE NO. 6497

PRELIMINARY RULING ON NEGOTIABILITY

On May 16, 2002, Davenport Community School District (the District) filed a Petition for Resolution of Negotiability Dispute with the Public Employment Relations Board (PERB or Board) pursuant to PERB subrule 621-6.3(2). The District seeks a ruling on whether the following proposals are mandatorily negotiable within the meaning of Iowa Code section 20.9.

Oral arguments were presented to the Board on May 24, 2002, by counsel, Brett Nitzschke for the District and Ty Cutkomp for the Association. Petitioner filed a brief.

The proposals at issue and the Board's ruling thereon are as follows:

Proposal 1:

SECTION 9 - CHILD'S PLAY DAY CARE PARA-
EDUCATORS

NOTICE: The work year for Children's Village at Hoover will be no more than 230 days, except for those hired to work 176 days plus 2 in-service days prior to 7/1/02.

EXHIBIT "B"

RULING: The above proposal is a permissive subject of bargaining.

Proposal 2:

10. ARTICLE X, WAGES: The pay dates for 2002-2003 shall be:

Aug. 31, 2001	
Sept. 14, 2001	
Sept. 28, 2001	
Oct. 12, 2001	
Oct. 26, 2001	
Nov. 9, 2001	
Nov. 23, 2001	Check available on 11/21 by noon
Dec. 7, 2001	
Dec. 21, 2001	
Jan. 4, 2002	Check mailed
Jan. 18, 2002	Check available on 1/17 by noon
Feb. 1, 2002	
Feb. 15, 2002	Check available on 2/14 by noon
March 1, 2002	
March 15, 2002	
March 29, 2002	Check mailed
April 12, 2002	
April 26, 2002	
May 10, 2002	
May 24, 2002	
June 7, 2002	Check mailed
June 21, 2002	Check mailed (if needed)

RULING: The above proposal is a mandatory subject of bargaining.

2-22-22 15:40 IOWA PERB 2428011

Proposal 3:

The Davenport Community School District and the Davenport Association of Para-Educators hereby agree to the following; however, also agree that any disputes resulting from this language will be first handled by a problem-solving group composed of representatives from both the Davenport Community School District and the Davenport Association of Para-Educators.

1. A representative group of para-educators and administrators will meet on a quarterly basis during the length of this contract. These "meet and discuss" sessions will be the forum for the parties to design solutions to issues they identify.
2. **Internal Subbing**
 - Procedures (with input from paras) shall be developed at the beginning of the school year to cover internal subbing of paras.
 - Procedures shall be shared with all paras and affected staff.
 - We acknowledge the building principal has the right to assign; however, in an effort to develop fair and equitable procedures the following should be considered: students' needs; building needs; paras who volunteer to cover the essential positions; available paras; a rotation procedure; and in-servicing for the paras designed to cover, etc.
3. **Temporary Positions**

A temporary at-will position may be necessary on an occasional basis to fill a specific short-term district need. If the need lasts more than four (4) consecutive months, and is more than three (3) hours a day, the position will be bid. If the position still has a limited life, the posting will indicate this and the successful bidder will not be able to displace less senior para-educators in the building when the position sunsets. This para-educator shall be able to realign to a vacancy in the building or shall be able to bid or shall be placed by the district.
4. **Subbing outside of bargaining unit**


It is agreed that para-educators subbing for positions outside of their bargaining unit shall be kept to a minimum. The para shall not be required to fully be responsible for the total demands of the position outside of the bargaining unit for which they are subbing.

RULING: The above proposal is a permissive subject of bargaining.

This preliminary ruling is not final agency action under PERB rule 621-9.1. The Board will issue a final ruling upon the written request of either party, if such request is received within sixty (60) days of the date set forth below. Such request must identify the precise language upon which a final ruling is sought.

DATED at Des Moines, Iowa, this 24th day of March, 2002.

PUBLIC EMPLOYMENT RELATIONS BOARD


James R. Riordan, Chair


M. Sue Warner, Board Member

Fax and mail copies to:

Brett Nitzschke
4089 21st Ave., SW, Ste. 114
Cedar Rapids IA 52404

Ty Cutkomp
33 Oak Lane
Davenport IA 52803

Sharon Gallagher
203 Custer Terrace
Bettendorf IA 52722

I-SA

UNION EXHIBIT

Para-educator

ITEMS BEFORE THE FACT-FINDER

The July 1, 2001 – June 30, 2002 collective bargaining agreement between the parties to be amended for the July 1, 2002 – June 30, 2003 period by Tentative Agreements previously agreed to between the parties (if any) and by the following Union proposed modifications:

1. Article 5, Section 3:

Modify existing section by adding a new sentence (The new sentence is bolded)

Section 3: The yearly work assignment of all employees shall consist of 176 workdays, and shall be scheduled by the building administrator. In addition, two days will be provided for staff development/in-service and shall be scheduled with the building administrator. If employees are requested to work additional days beyond those specified above, such work shall be paid at the employee's regular rate of pay. Employees may refuse to work such additional time without prejudice. Extended work assignments, shall be offered first to those Para-educators already working in the building. If the employees in the building refuse the extended work assignments, or additional employees are needed, the district shall post those vacancies as per Article III, Section 1 of this agreement. **Para-educators working during the summer for the District shall be entitled to two (2) non-cumulative days of health leave for use during the summer employment.**

2. Article 5, Section 5:

Modify existing section by adding one additional holiday and one new sentence (the new holiday and new sentence are bolded)

Section 5: The following holidays will be paid to all employees.

Labor Day
Thanksgiving Day and Friday After
Winter Holiday (2 days)
New Year's Day
Martin Luther King Day
President's Day
Spring Break (1 Day)
Memorial Day

If an employee works on a holiday, he/she shall be paid time and one-half for all hours worked in addition to his/her holiday pay.

3. Article 13, Section 1: (New)

Modify existing section by adding a new sentence (the new sentence is bolded)

EXHIBIT "C"

The Board shall provide hospitalization and health insurance. Diagnostic X-Ray and Lab: PPO Network Providers – Eligible expenses paid at 80%. The plan's deductible does not apply. Non-network Providers – Eligible expenses paid at 60% subject to the non-network deductible. The Board shall provide single coverage for those employees assigned five (5) hours of work per day or more. Such insurance benefits shall be provided on the first day of active employment (e.g. first day of school year). The five (5) hours of work per day or more requirement shall be waived for the remainder of the school year for any employee that is receiving the district paid health insurance contribution and is involuntarily reduced to a work schedule of less than five (5) hours of work per day if there is no vacancy for which the person is qualified. **The pre-existing condition clause submitted to the Association during FY 02-03 negotiations shall be incorporated as part of the hospitalization and health insurance plan, with the exception that after an employee has completed six (6) months of employment with the District, the pre-existing condition clause shall not be applicable to the employee or covered persons under the employee's hospitalization and health insurance plan.**

4. Article 13, Section 7:

Add a new section to fully read as follows: (the entire section is bolded because the entire section is new).

A life and accidental death and dismemberment insurance policy in the amount of \$5,000 shall be furnished to all employees scheduled to work five (5) hours or more per day.

A long-term disability insurance policy shall be furnished to all employees scheduled to work five (5) hours or more per workday. Terms and conditions shall be the same as those currently in effect under the DCSD group long-term disability plan.

5. Modifications to wage:

Exhibit A:

Modifications during the July 1, 2002 – June 30, 2003 period:

A. Increase the \$6.30 per hour wage rate listed in Exhibit A under the January 16, 2002 column, pursuant the following schedule:

- Wage increase of \$.25 per hour effective July 1, 2002.
- Wage increase of an additional \$.25 per hour effective January 15, 2003.
- Wage increase of an additional \$.25 per hour effective April 1, 2003.

B. Increase all other wage rates listed in Exhibit A under the January 16, 2002 column, pursuant the following schedule:

- Wage increase of \$.20 per hour effective July 1, 2002.
- Wage increase of an additional \$.20 per hour effective January 15, 2003.

- Wage increase of an additional \$.20 per hour effective April 1, 2003.

C. Move the following from the Memorandum of Understanding into Exhibit A effective July 1, 2002.

Employees who have completed 10 years of service through 19 years of service will receive an additional \$.10 per hour. Employees who have completed 20 or more years of service will receive an additional \$.20 per hour. Employees who complete one semester or more in their first year of employment will be credited with having worked a complete year for purposes of establishing eligibility for longevity pay.

Exhibit B:

Modifications during the July 1, 2002 – June 30, 2003 period:

- A. Increase the \$6.30 per hour wage rate listed in Exhibit B under the January 16, 2002 column, pursuant the following schedule:
- Wage increase of \$.25 per hour effective July 1, 2002.
 - Wage increase of an additional \$.25 per hour effective January 15, 2003.
 - Wage increase of an additional \$.25 per hour effective April 1, 2003.
- B. Increase all other wage rates listed in Exhibit B under the January 16, 2002 column pursuant the following schedule:
- Wage increase of \$.20 per hour effective July 1, 2002.
 - Wage increase of an additional \$.20 per hour effective January 15, 2003,
 - Wage increase of an additional \$.20 per hour effective April 1, 2003.
- C. Move the following from the Memorandum of Understanding into Exhibit B effective July 1, 2002.

Employees who have completed 10 years of service through 19 years of service will receive an additional \$.10 per hour. Employees who have completed 20 or more years of service will receive an additional \$.20 per hour. Employees who complete one semester or more in their first year of employment will be credited with having worked a complete year for purposes of establishing eligibility for longevity pay.

I-5B

DAVENPORT COMMUNITY SCHOOL DISTRICT
FACT-FINDING POSITION

TO THE
DAVENPORT PARA-EDUCATOR EMPLOYEES
(AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES LOCAL 751)

MAY 10, 2002

Current contract on all items and those tentatively agreed upon, except for the following:

ARTICLE V HOURS

SECTION 5

The following holidays will be paid to all employees:

Labor Day
Thanksgiving Day
Friday after Thanksgiving (except for Children's Village at Hoover)
Winter Holiday (2 days)
New Year's Eve Day (Children's Village at Hoover)
New Year's Day
Martin Luther King Day
President's Day
Memorial Day

If an employee works on a scheduled holiday he/she shall be paid straight time for all hours worked in addition to his/her holiday pay.

SECTION 9 – CHILD'S PLAY DAY CARE/CHILDREN'S VILLAGE AT HOOVER PARA-EDUCATORS

- A. The work year for all employee day care bargaining unit employees will be no more than ten (10) months.

NOTICE: (Do not add to contract.) The work year for Children's Village at Hoover will be no more than 230 days, except for those hired to work 176 days plus 2 in-service days prior to 7/1/02.

EXHIBIT "D"

ARTICLE XIII

INSURANCE

SECTION 1

The Board shall provide hospitalization and health insurance plan. Diagnostic X-Ray and Lab: PPO Network Providers – Eligible expenses paid at 80%. "Pre-Existing Conditions" as outlined by the Summary Plan Document. The plan's deductible does not apply. Non-Network Providers – Eligible expenses paid at 60% subject to the Non-Network deductible. The Board shall provide single coverage for those employees assigned six (6) hours of work per day or more up to a maximum district contribution of \$287.00 per month. Such insurance benefits shall be provided on the first day of active employment (e.g. first day of school year). The six (6) hours of work per day or more requirement shall be waived for the remainder of the school year for any employee that is receiving the district paid health insurance contribution and is involuntarily reduced to a work schedule of less than six (6) hours of work per day if there is no vacancy for which the person is qualified.

SECTION 2

The Board shall provide district-paid health/major medical insurance for the duration of this contract with benefits to be maintained at a level substantially similar to that in effect at the time of execution of this agreement.

SECTION 5

The Board shall provide district-paid single vision insurance for all employees working four (4) or more hours per day up to a maximum district contribution of \$8.00 per month. Such employees may purchase family coverage of the above-described program by signing a payroll deduction authorization with the district.

SALARY SCHEDULE – Exhibits A and B.

Wage rates for all Para-Educators (current contract).

LONGEVITY – Do not add to contract for 2002-03.

MEMORANDUM OF UNDERSTANDING – Delete.